

## AIR SERVICE FACILITIES

*Exchange of notes at Paris June 18, 1946*

*Entered into force June 18, 1946*

*Amended by agreement of May 8 and 17, 1947*<sup>1</sup>

61 Stat. 4088; Treaties and Other  
International Acts Series 1852

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Paris, June 18, 1946*

No. 1516

### EXCELLENCY:

I have the honor to invite Your Excellency's attention to the air navigation, communication, and weather facilities installed at the following places in French territory by the United States military services:

A. METROPOLITAN FRANCE: Cape Camerat, Corbigny, Dieppe, Domfront, Istres-le-Tube (Marseille), Le Havre, Lyon, Marignane (Marseille), Nantes, Orly, Querqueville (Cherbourg), St. Renan (Brest), Toulouse, Trappes, Paretta (Corsica);

B. ALGERIA: Bone, Maison Blanche (Algiers), Oran;

C. TUNISIA: Gabes, Tunis;

D. FRENCH MOROCCO: Agadir, Cazes Air Base (Casablanca), Meknes, Port Lyautey;

E. FRENCH GUIANA: Rochambeau (Cayenne);

F. INDO-CHINA: Saigon;

G. FRENCH OCEANIA: Bora Bora (Society Islands), Tontouta (New Caledonia); and

H. SENEGAL: Dakar.

A list of the installations at these points is now being prepared and will be forwarded to Your Excellency for inclusion as an Annex to this letter.<sup>2</sup> As those installations may later become surplus to United States military re-

<sup>1</sup> TIAS 1853, *post*, p. 1208.

<sup>2</sup> By airgram 1461, dated Dec. 13, 1948, to the Secretary of State from the American Ambassador at Paris the Department was informed that ". . . no list of the installations was subsequently prepared."

quirements, it is the intention of my Government that they, together with one year's supply of maintenance parts and expendable supplies wherever theater surplus stocks permit, should be transferred to the Provisional Government of the French Republic. In addition, the Government of the United States of America, through either the U.S. Army, U.S. Navy, CAA, or private agency, will do everything possible to assist the Government of France or its representatives in purchasing, through regular commercial channels, maintenance parts and expendable supplies for the operation of the facilities.

In consideration of this transfer, the Provisional Government of the French Republic, recognizing on the one hand the immediate necessity of insuring the safety of international air traffic in an adequate manner until regulations are established by the Provisional International Civil Aviation Organization (PICAO) and applied by the said Government in execution of its international undertakings, and, on the other hand, the special interests of United States aviation during the period in which American Armed Forces will participate in the occupation of ex-enemy countries, will undertake:

1. To operate and maintain without interruption all the installations in a manner satisfactory for air traffic into and away from airdromes at which the facilities are located and along the international air routes converging on those airdromes.

2. To provide the full service of all facilities to all aircraft on a non-discriminatory basis with charges, if any, only for non-operational messages, until an international agreement on charges has been promulgated by PICAO.

3. To transmit weather reports, as prescribed by the U.S. Army Air Forces to designated stations thereof and to such other stations as are required to insure an integrated meteorological network for the international air routes, unless changed by international agreement to which the Governments of the United States and France are parties.

4. Subject to the possibility of obtaining necessary spare parts, to continue the operation of all types of facilities in their present locations or at new locations deemed preferable by the representatives of both Governments until (a) new facilities are installed in accordance with standards promulgated by PICAO or (b) it is determined by the Governments of France and the United States that there is no longer a need for the original facilities. It is understood that the aeronautical facilities will be devoted exclusively to aeronautical service and will not be diverted to the communication service.

5. To provide English speaking operators at air-to-ground and control tower communication positions until regulations covering such voice transmissions are promulgated by PICAO; and further, until such regulations are promulgated, to grant permission to a representative of the U.S. air carriers authorized to serve an airdrome to enter its control tower and, when in the opinion of the representative a case of necessity exists, subject to the authority

of the Commander of the airdrome, to talk to the pilot of any United States aircraft flying in the vicinity of the airdrome.

6. Until such time as the allocations determined by PICAQ come into effect, to select radio frequencies for air-to-ground and control tower operations only after coordination with the using United States carriers and with adjacent stations on the international air routes converging on the airdrome in order to minimize (a) radio interference and (b) the number of frequencies required to be operated by aircraft.

7. To authorize and facilitate day-to-day adjustments in air communication service matters by direct communication between the operating agency of France and the service agency of the United States Government, United States air carriers, or a communication organization representing one or more of them.

8. To furnish in sufficient number suitable personnel to be trained to operate and maintain all facilities transferred under this Agreement.

A supplemental agreement shall be entered into by the agency of the French Government which will eventually take over the operation of the facilities and the agency of the United States Government, or its representative, which undertakes the training and interim operation and maintenance of the facilities, pending transfer of full operating responsibility to the agency of the French Government. This supplemental agreement will define the responsibility, authority, and relations between the above-mentioned agencies and their representatives during the period the United States agency remains in charge of the operation, maintenance and training.

Until such time as this training program shall have produced an adequate number of trained French personnel, (a) the French Government will not be held responsible under Articles 1, 2, 3 and 4 of the present Agreement for the operation of that part of the facilities enumerated in the Annex from which the U.S. Army Air Force might withdraw, and (b) United States air carriers, or the Civil Aeronautics Administration of the United States, will be authorized to designate technicians to assist the agency designated by the French Government to operate the facilities in accordance with standards established by PICAQ.

If the foregoing is satisfactory to the French Government, Your Excellency's reply to that effect, together with this letter, will be considered as constituting an agreement between our two governments with respect to the matters outlined herein.

I take this occasion to renew to Your Excellency the assurances of my highest consideration.

JEFFERSON CAFFERY

His Excellency

GEORGES BIDAULT,

*Minister of Foreign Affairs,  
Paris.*

*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

FRENCH REPUBLIC  
MINISTRY OF FOREIGN AFFAIRS

CL/RO

Office of Technical Agreements

PARIS, *June 18, 1946*

MR. AMBASSADOR:

Your Excellency has been good enough to address to me on this date a letter the tenor of which is as follows:

[For text of U.S. note, see above.]

I have the honor to inform Your Excellency that the French Government does not raise any objection in this respect.

The present letter, together with the above-mentioned communication of Your Excellency, constitutes, therefore, an agreement between our two Governments.

Accept, Mr. Ambassador, the assurances of my very high consideration.

G. BIDAULT

His Excellency

JEFFERSON CAFFERY,

*Ambassador of the United States,  
Paris*